

Exhibit 1



Purchase and Hosting Agreement

By this contract, dated [Redacted], [Redacted], hereafter known as “Customer” or “you”, agrees to make payments to **VBit Mining LLC**, hereafter known as “we”, “us” or “Service Provider”, by the following schedule:

Order Number: [Redacted]

One payment of \$ [Redacted] shall be paid to the Service Provider upfront.

In exchange for payments described above, Service Provider will render the following services to the Customer:

Use and leasing rights with a buyout option to:

[Redacted] Package consisting of dedicated [Redacted] computer server hashboards with an average of [Redacted] GH/s computer computational power, hereafter known as “Equipment”.

Use and leasing term length will be equivalent to the Hosting Term lengths held by Customer. Customer can execute buyout option on Equipment referenced above at any time up to 30 days after the expiration of any Hosting Term lengths held by Customer for applicable equipment by submitting a written request of buyout execution and shipment of said equipment. Upon such request, Customer shall pay the shipping and handling fee described in section 2.2 of this agreement in addition to a \$1.00 USD buyout and the balance of all payments described above.

Estimated Hardware Activation Date*: [Redacted]

*If circumstances are within Service Provider’s reasonable control and Service Provider fails to activate hardware within the estimated hardware activation time frame, then Service Provider, at Service Provider’s discretion, will provide Customer with either:

Loss of opportunity credits equal to the net proceeds of hardware output minus applicable hosting and service fees for the period from the last day of estimated hardware activation date to the actual activation date.

Or

Cancelling the order and providing Customer with a full refund of all monies paid by Customer minus any credits already provided to Customer in relation to the order.

Initial Hosting Term length* of: Redacted

*Hosting Term can be updated from time to time with a signed Addendum A (Hosting Term Update Form).

Redacted

Hosting and Maintenance Agreement

1. Service.

1.1. Facility. Service Provider will provide server hosting facility, electrical power, and Internet access to Customer at Service Provider's and partner facilities (the "Facility") for the purposes of installing, maintaining, and operating Customer's leased or owned servers and ASIC chips (the "Equipment"), which may be updated from time to time to add or delete Equipment with written notification to the Customer.

1.2. Uptime and Repairs. Service Provider guarantees at least 95% annual uptime based on the calendar year. If annual uptime falls below 95%, Service Provider will credit Customer hosting service credits based on the amount of downtime in excess of allowed downtime. All maintenance and repair services are included. If Service Provider is unable to repair the Equipment, Service Provider will provide a one (1) time replacement that is equivalent to the Equipment for each unit of the Equipment over the entire term that the equipment or its replacement is hosted with Service Provider.

2. Term and Termination.

2.1. Term. The Agreement commences on the earlier date of any Equipment being received and turned on by Service Provider ("Installation") or the last day of the Estimated Hardware Activation Date and shall remain effective until the end of the paid hosting term or a termination event as described below occurred.

2.2. Termination by Customer. Customer may request termination of hosting services at any time, and within 30 days of the termination/expiration, request buyout and shipping of the hardware described in this contract to you. A shipping and handling fee for the corresponding package (listed below) in addition to a \$1.00 USD buyout payment (if applicable) and any outstanding payments due to Service Provider is required in these circumstances. Any prepaid unused hosting periods/credits are non-refundable and will be forfeited. This agreement may be changed by Service Provider at its discretion for reasonable cause.

Package Shipping and handling fees (USA rates, for international shipping please add 30%):

Copper:	50USD
Silver:	50USD
Gold:	75USD
Platinum:	225USD
Diamond:	775USD
Black Diamond:	1800USD

2.3. Termination for Cause. Service Provider may terminate this Agreement for cause immediately following written notice to Customer if Customer: (a) fails to make any payment(s) due pursuant to this Agreement; (b) violates, or fails to perform or fulfill any covenant or provision of this Agreement, and any such matter is not cured within five (5) days after notification from Service Provider; or (c) enters into bankruptcy, dissolution, financial failure or insolvency, sale or merger with another person, corporation or entity, unless approved in advance by Service Provider. Any prepaid unused hosting periods/credits are non-refundable and will be forfeited.

2.4. Termination by Service Provider. Service Provider, at its discretion, can terminate this Agreement for any reason without cause. Any prepaid unused hosting periods/credits will be refunded to Customer if Service Provider terminates this Agreement without cause.

2.5. Effect of Termination. At the termination of this hosting agreement, Customer's hardware will be deactivated and uninstalled. Customer will have thirty (30) days from the termination date of this hosting agreement to:

- a) Purchase an additional hosting term (if agreement has not been terminated by Service Provider).
- b) Request buyout and shipping of the hardware described in this contract to Customer. A shipping and handling fee for the corresponding package (listed below) in addition to a \$1.00 USD buyout payment (if applicable) and any outstanding payments due to Service Provider is required.

Package Shipping and handling fees (USA rates, for international shipping please add 30%):

Copper:	50USD
Silver:	50USD
Gold:	75USD
Platinum:	225USD
Diamond:	775USD
Black Diamond:	1800USD

In the event that Customer takes no action within thirty (30) days of hosting agreement termination date, Service Provider shall have the right to (a) dispose, sell or retain possession of; (b) reconfigure for Service Provider' use; or (c) remove and store at Customer's expense, all or any portion of the Equipment without any cost, obligation or liability of Service Provider to Customer.

In the event of a Default by Customer, Customer agrees to pay immediately to Service Provider all amounts then owed. If Customer fails to make any such payments, Service Provider shall have the right to (a) sell or retain possession of; (b) reconfigure for Service Provider' use; or (c) remove and store at Customer's expense, all or any portion of the Equipment without any cost, obligation or liability of Service Provider to Customer.

3. Fees and Payment.

3.1. Initial Setup Fees. Customer shall pay Service Provider the Initial Setup Fees of \$0 USD.

3.2. Repairs. Any repairs not included in hosting term contracts will be billed at \$150 per hour for labor. Parts pricing will be based on actual market cost plus 20%.

3.3. Taxes. Where applicable, Customer is responsible for paying any and all taxes, including without limitation any federal, state, or local taxes on manufacture, sales, gross income, receipts, occupation, or use.

3.4. Other Service Fees. Additional Service Fees apply. For updated fee information, please see the Service Fee Disclosure found on Service Provider's website (<https://www.vbitmining.com/vbit-service-fees>)

3.5. Refund Policy. VBit Mining offers a 100% satisfaction guarantee policy and shall provide a full refund of all monies paid if a Customer notifies and returns the product to the Company within seven (7) days of the sales transaction (order date).

After this initial seven-day refund period, the Company nonetheless allows a Customer to return the product between eight (8) and thirty (30) days of purchase (order date) but such refund comes with a 50% restocking fee of the overall purchase price.

No refunds or exchanges will be accepted after thirty (30) days of purchase (order date). Shipping and handling charges incurred will not be refunded.

If Cryptocurrency is utilized for payment, any payment/refunds made will be based on the USD exchange rate at the time of transaction.

4. Security Interest. Customer hereby grants a security interest in the Equipment in favor of Service Provider and its partners to secure the obligations of Customer under this Agreement. Service Provider may, at such time as it determines appropriate, file a UCC 1 Financing Statement in such places as it determines to evidence the security interest granted by Customer to Service Provider under this Agreement.

5. Network and Access.

5.1. Network. Service Provider will provide a minimum of 100mbps of local network connectivity to each piece of Equipment on a single Ethernet segment. Customer is responsible for managing all account passwords and for all network and device security, including providing a firewall for devices Customer utilizes to access Service Provider's network. Customer can allocate the Equipment's computational power to their desired pool with written notification to Service Provider. If Customer does not provide a desired pool prior to installation of Equipment, Service Provider will allocate the Equipment's computational power to any pool of its choice on behalf of Customer. Customer can request a change of allocation of computational power to a

pool of the Customer's choice with written notification to Service Provider at least 72 hours prior to the desired change.

5.2. Access. Only those persons specifically authorized by Service Provider may access the Facility. Service Provider may deny or suspend Customer's access to the Equipment based on Service Provider's then-current Security Policies and Procedures including:

5.2.1. All access into the Facility must be supervised by a Service Provider representative.

5.3. Hazardous Conditions. If, in the discretion of Service Provider, its employees or agents, any hazardous conditions arise on, from, or affecting the Facility, Service Provider is hereby authorized to suspend service under this Agreement without subjecting Service Provider to any liability.

5.4. Demand Response/Load Resource Participation Program. If the Facility is located within the state of Texas, Customer understands that Service Provider participates in the Demand Response / Load Resource Participation Program ("LRP Program") for the Texas ERCOT energy grid. The LRP Program is designed to maintain the integrity of the ERCOT grid system. The LRP Program provides ERCOT with the capability to shut off the power load serving Service Provider customers in response to emergency load situations.

6. Removals and Relocation of Equipment.

6.1. Service Provider may relocate the Equipment within the facility, provided that the site of relocation shall afford comparable environmental conditions for the Equipment and comparable accessibility to the Equipment. Notwithstanding the foregoing, Service Provider shall not arbitrarily or capriciously require Customer to relocate the Equipment. If the Equipment is relocated according to this Section, the cost of relocating the Equipment and improving the Facility to which the Equipment will be relocated shall be borne by Service Provider.

6.2. If at any time the Equipment not purchased from Service Provider causes unacceptable interference to existing or prospective Service Provider's customers or their Equipment, Service Provider may require Customer to remove or relocate the Equipment at Customer's sole expense. If Customer is unable to cure such interference by relocating the Equipment, Service Provider may terminate this Agreement without further obligation to Customer under this Agreement.

6.3. In the event of an emergency, as determined in Service Provider's reasonable discretion, Service Provider may rearrange, remove, or relocate the Equipment without any liability to Service Provider. Notwithstanding the foregoing, in the case of emergency, Service Provider shall provide Customer, to the extent practicable, reasonable notice prior to rearranging, removing, or relocating the Equipment.

6.4. Customer shall not remove any of the Equipment from the Facility without the prior written authorization of Service Provider. Customer will provide Service Provider with written

notification a minimum of thirty (30) days before Customer wishes to remove any of the Equipment from the Facility. Before authorizing the removal of the Equipment, Service Provider will verify that Customer has no payments due. Once Service Provider authorizes the removal of the Equipment from the Facility, Customer will remove such Equipment, and shall be solely responsible to bring appropriate packaging and moving materials. If Customer uses an agent or other third party to remove the Equipment, Customer shall be solely responsible for the acts of such party, and any damages caused by such party to the Equipment or otherwise.

7. Customer Responsibilities.

7.1. **Acceptable Use Policy.** Customer shall always use the Equipment and maintain the Facility, in a safe manner and according to Service Provider's then-current Acceptable Use Policy.

7.2. **Compliance with Laws.** Customer's use of the Facility and the Equipment located at the Facility, must at all times conform to all applicable laws, including international laws, the laws of the state of Delaware, the laws of the states in which Customer is doing business, and the laws of the state where the Facility is located.

7.3. **Licenses and Permits.** Customer shall be responsible for obtaining any licenses, permits, consents, or approvals from any federal, state or local government, which may be necessary to install, possess, own, or operate the Equipment.

7.4. **Insurance.** It is understood that Service Provider is not an insurer and Customer Equipment is not covered by any insurance policy held by Service Provider. Customer is responsible for obtaining insurance coverage for the Equipment. Equipment leased by Customer from Service Provider will be covered under policies held by Service Provider. Any balances owed to Service Provider by Customer and claim expenses incurred, including but not limited to attorney, accountant, and investigator fees, will be deducted from any insurance claim payouts before the remainder is released to Customer.

8. **Common Carrier.** Service Provider and Customer agree that Service Provider is acting solely as a common carrier in its capacity of providing the Service hereunder, and is not a publisher of any material or information. Furthermore, Service Provider has no right or ability to censor materials or information traversed through Service Provider's networks.

9. **Warranty and Disclaimer.** THE SERVICE AND THE FACILITY PROVIDED BY SERVICE PROVIDER IS PROVIDED "AS IS." SERVICE PROVIDER DOES NOT PROVIDE BACKUP POWER AND THE FACILITY IS SUBJECT TO SWINGS IN LOCAL TEMPERATURE, WIND, HUMIDITY, ETC. SERVICE PROVIDER MAKES NO WARRANTY WHATSOEVER, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; or (C) WARRANTY AGAINST INTERFERENCE. SERVICE PROVIDER DOES NOT WARRANT THAT (A) THE SERVICE SHALL BE AVAILABLE 24/7 OR FREE FROM MINOR INTERRUPTIONS; (B) THE SERVICE SHALL MEET CUSTOMER'S REQUIREMENTS OTHER THAN AS SET OUT IN THE DOCUMENTATION; OR (C) THE

SERVICE SHALL PROVIDE ANY FUNCTION NOT DESIGNATED IN THE DOCUMENTATION.

10. Limitation of Liability.

10.1. Customer understands and acknowledges that in some situations Equipment functionality may be unavailable due to factors outside of Service Provider' control. This includes, but is not limited to network failures, pool operator failures, denial of service attacks, currency network outages, hacking or malicious attacks on the crypto networks or exchanges, power outages, or Acts of God. SERVICE PROVIDER SHALL HAVE NO OBLIGATION, RESPONSIBILITY, AND/OR LIABILITY FOR THE FOLLOWING: (A) ANY INTERRUPTION OR DEFECTS IN THE EQUIPMENT FUNCTIONALITY CAUSED BY FACTORS OUTSIDE OF SERVICE PROVIDER' REASONABLE CONTROL; (B) ANY LOSS, DELETION, OR CORRUPTION OF CUSTOMER'S DATA OR FILES WHATSOEVER; (C) ANY LOST REVENUE TO CUSTOMER DURING OUTAGES, EQUIPMENT FAILURES, ETC.; (D) DAMAGES RESULTING FROM ANY ACTIONS OR INACTIONS OF CUSTOMER OR ANY THIRD PARTY NOT UNDER SERVICE PROVIDER' CONTROL; OR (E) DAMAGES RESULTING FROM EQUIPMENT OR ANY THIRD PARTY EQUIPMENT.

10.2. IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE TO CUSTOMER OR ANY OTHER PERSON, FIRM, OR ENTITY IN ANY RESPECT, INCLUDING, WITHOUT LIMITATION, FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS OF ANY KIND OR NATURE WHATSOEVER, ARISING OUT OF MISTAKES, NEGLIGENCE, ACCIDENTS, ERRORS, OMISSIONS, INTERRUPTIONS, OR DEFECTS IN TRANSMISSION, OR DELAYS, INCLUDING, BUT NOT LIMITED TO, THOSE WHICH MAY BE CAUSED BY REGULATORY OR JUDICIAL AUTHORITIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE OBLIGATIONS OF SERVICE PROVIDER PURSUANT TO THIS AGREEMENT. EXCLUDING ANY CLAIMS FOR INDEMNIFICATION UNDER SECTION 11, SERVICE PROVIDER' LIABILITIES UNDER THIS AGREEMENT, WHETHER UNDER CONTRACT LAW, TORT LAW, WARRANTY, OR OTHERWISE, SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED THE AMOUNTS ACTUALLY RECEIVED BY SERVICE PROVIDER FROM CUSTOMER IN THE 3 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE CLAIM.

10.3. Customer's sole remedy for performance or non-performance of the terms of this Agreement shall be a refund of any monies or fees paid to Service Provider for unused products and services. Unless applicable law requires a longer period, any action against Service Provider in connection with this Agreement must be commenced within one year after the cause of the action has occurred.

10.4. Customer agrees to look exclusively to Customer's insurer to recover for injury or damage in the event of any loss or injury and releases and waives all right of recovery against Service Provider.

11. **Indemnification.** Customer will indemnify, hold harmless, and defend Service Provider, its subsidiaries, employees, agents, directors, owners, executives, representatives, and subcontractors from any liability, claim, judgment, loss, cost, expense or damage, including attorneys' fees and legal expenses, brought by any party on account of the Equipment or Customer's use of the Equipment, or any injuries or damages sustained by any person or property due to any direct or indirect act, omission, neglect or misconduct of Customer, its agents, representatives, employees, contractors and their employees and subcontractors and their employees.

You state and confirm that you shall indemnify, defend and hold harmless our Company, and all members, managers, directors, officers, contractors, employees, agents and joint venturers thereof, against and from any damages, claims, losses, obligations, costs, expenses, debts and liabilities (including, without limitation, attorney's fees) which arise from:

- a. Your access to or usage of the Website
- b. Violation of any term of the Cookie Policy, the Privacy Policy or the Agreement by you.
- c. Violation of third party rights, including but not limited to property, copyright or contractual right, by you.

The obligations in terms of indemnification and defense detailed in this section 12 are to remain in force beyond the end of your Contract Term and your usage of the Website. You accept and agree that it is your duty to defend us against any such claim, and that we may require that you pay for an attorney or attorneys of our choosing in any such case. You agree and accept that this indemnity includes our requiring you to pay for our reasonable attorney fees, disbursements and court costs. In the event of claims such as those described here, we may choose to settle with any party or parties who bring a claim, and you shall remain liable for damages as if a trial had proceeded.

12. **Miscellaneous.**

12.1. Lease Agreement. Service Provider leased certain premises in the Facility from the Facility's owner ("Owner") pursuant to a lease agreement ("Lease"). Pursuant to the Lease, Service Provider has the right to execute and enter into this Agreement for certain space located within the Facility. Customer is not a party to or a beneficiary under the Lease and has no rights thereunder.

12.2. Representations. The parties have not made or relied upon any representations, understandings, or other agreements not specifically set forth in this Agreement.

12.3. Amendment. Amendments, modifications, or supplements to this Agreement must be in writing signed by authorized representatives of both parties.

12.4. Assignment. Neither this Agreement nor any right or obligation arising under this Agreement may be assigned by Customer in whole or in part, without the prior written consent of Service Provider. Service Provider may at any time assign, transfer, delegate or subcontract any or all of its rights or obligations under this Agreement without Customer's prior written consent. Subject to the restrictions on assignment of this Agreement, this Agreement shall be

binding upon and inure to the benefit of the parties, their legal representatives, successors, and assigns.

12.5. Force Majeure. Neither party shall be liable in any way for delay, failure in performance, loss or damage due to any of the following force majeure conditions; fire, strike, embargo, explosion, power failure, flood, lightning, war, water, electrical storms, labor disputes, civil disturbances, governmental requirements, acts of civil or military authority, acts of God, acts of public enemies, inability to secure replacement parts or materials, transportation facilities, or other causes beyond its reasonable control, whether or not similar to the foregoing. This also includes planned service and maintenance needs.

12.6. Venue. Any proceeding concerning this Agreement must be brought in a court in the city of Wilmington, Delaware and each of the parties hereby irrevocably consents to the exclusive jurisdiction of such courts.

12.7. Governing Law. This agreement shall be governed by the laws of the State of Delaware.

12.8. Relationship of the Parties. The parties agree that their relationship hereunder is in the nature of independent contractors. Neither party shall be deemed to be the agent, partner, joint venturer or employee of the other, and neither shall have any authority to make any agreements or representations on the other's behalf. Each party shall be solely responsible for the payment of compensation, insurance and taxes of its own personnel, and such personnel are not entitled to the provisions of any employee benefits from the other party. Neither party shall have any authority to make any agreements or representations on the other's behalf without the other's written consent. Additionally, Service Provider shall not be responsible for any costs and expenses arising from Customer's performance of its duties and obligations pursuant to this Agreement.

12.9. Interpretation. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply to the interpretation and construction of this Agreement, and this Agreement shall be construed as having been jointly drafted by the parties. The titles and headings for particular paragraphs, sections and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement.

12.10. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but which together shall constitute one and the same document.

13. Communication

Communication between you and us is to be made in writing, including email and alternative electronic messaging formats as and when required; support requests may be submitted at <https://support.vbittech.com/hc/en-us/requests/new>

14. Data Collection and Protection

You agree that your personal data may be processed in the context of the Agreement for the purposes described within it. You also agree that we may store this data beyond the end of the Contract Term until you specifically revoke our permission to do so. If we are required to collect any further data from you in the context of providing services to you, you agree to provide the necessary data to us without delay.

15. Warranty and Representation

You state and confirm to us that you possess knowledge of cryptocurrencies such as Bitcoin and are familiar with the mining process. You also state that you are familiar with the nature and usage of mining these cryptocurrencies. You acknowledge that the responsibility for maintaining your own software and hardware in order to access and make use of the Services is yours, and yours alone.

We do not warrant or guarantee that the Services will be profitable at any time. You agree and accept that you cannot make any claim against us for any amount of Coins under the terms of this Agreement, and we do not warrant or guarantee value of any output whatsoever.

Additionally, you acknowledge that the value of any Coins mined is dependent on the actual price when compared to any given cryptocurrency/fiat. This is the concept of “Market Price Volatility” and is termed as such.

Furthermore, you state and confirm that you are the beneficial owner of all Coins generated. The content of our Website is provided on the basis of general informational use. The content does not constitute advice, whether formal or informal. We undertake to make reasonable effort to ensure all information listed on our Website is up to date and relevant, but do not make any guarantee, warranty or representation, implied or expressly, that the content of the Website is up to date or complete at any time.

16. Card and Payment Processing

The provisions detailed here apply only to the extent that Services are purchased via debit or credit card.

You acknowledge and agree that if we are unable to continue service provision at any time during the period of your Contract Term, our maximum liability to you is the amount you paid to us at the time our service to you commenced, minus all payments made to you by us up to and including the date that service provision ceased.

We make use of third-party services, and the services of the affiliates of these third parties. Our usage of these third party services enables you to make monetary deposits and transfer payments within our Website by making use of the credit or debit card details you have provided to us, hereby termed as “the Card Services”, and “the Card Service Provider”). These Card Services include no additional services, and as such do not include cryptocurrency deposit or provision for your account.

We may transfer and share - including transfer across borders - your personal information with the Card Service Provider. This is done for the purpose of performing the Card Services made to our website through the use of your debit or credit card. Your personal information is shared with the Card Service provider only after you choose to carry out monetary transactions by using the Card Service Provider’s Card Services. For the purposes of Section 8, your personal information includes information that can or does identify you as an individual, including the

information you submitted to us during the registration process. This may include your location and email address, and/or any additional information you may have provided at the point of registration or during your usage of our services.

Additionally, we may transfer non personal data which you have, through your use of our services or your use of our website, provided to us. This non personal data may be used by the Card Service Provider to verify your status and provide authorization for you to make use of the Card Services of the Card Service Provider. The non-personal data may include your transaction history on the website. This data will be provided without any information which can identify you and is used only for the Card Service Provider's examination and assessment.

By your acceptance of these terms, you state and confirm that all information you provide to us is accurate and correct. The provision of knowingly fraudulent or false information, or the fraudulent use of our Services or the Card Services provided to you, is expressly prohibited. You are not obliged by law to provide us or the Card Service provider with any data whatsoever. You therefore state and agree that you provide us and the Card Service Provider with your personal data freely and willingly, for the purpose of obtaining use of our services, and the services of the Card Service Provider.

By making use of the Card Services, you state and agree that you are prohibited from withdrawing any amounts that you have deposited or are entitled to due to the performance of the Services, for a period of thirty two days.

In the event that a payment by you results in material issues including without limitation charge backs, we are entitled to permanently retain all current and future proceeds from Mining Output.

17. Intellectual Property

Our Website, along with its design and images, writings, templates, text, graphics, scripts, features, logos or trademarks contained within (termed as "Marks") are all licensed to or owned by us, and are subject to intellectual property and copyright laws both of the United States and international conventions. We reserve all rights in and to the website, including those not expressly granted. You agree that you shall not engage in the usage, distribution or copying of any contents or components of the Website without our express permission, in writing. Our Website may contain trademarks or service marks of affiliate or other companies, and these may take the form of logos, graphics or text. Your usage of the Website does not provide you with the license or right to make any use of these service or trademarks unless prior permission is obtained from the corresponding owner of these trade or service marks. Our Website is protected under international copyright law. Redistributing, copying or publishing any part of this Website by you is prohibited. Your usage of our Website does not entitle you to any stake of ownership of the Website.

18. Severability

Should any provision of term of this Agreement be found unlawful, conflicting or enforceable in any other way, the remainder of the Agreement is to remain in force on the same terms as if the unenforceable provision had not been included at inception. If two or more terms of this Agreement or another Agreement you hold with us are deemed to be in conflict with each other, we reserve the right to choose which provision stays in force.

19. Non-Waiver

All rights permitted to us by this Agreement, as well as any additional rights permitted by applicable law, are reserved by us. If we choose not to enforce any provision of this Agreement or any applicable law, this does not constitute a waiver of our right to enforce the same provision should different or the same circumstances occur at any future time.

20. Assignment and Survival

You are not permitted to assign your obligations and/or rights under the Agreement to any other party or entity without getting written consent from us. We reserve the right to assign our obligations and/or rights under this Agreement at our discretion to any other entity or party. All aspects of the Agreement that would be reasonably believed to survive termination remain in force after termination including without limitation the Representation and Warranties, Licensing, Arbitration, Indemnification and Limitation of Liabilities sections.

21. **Whole Agreement** This Agreement, the Addendum, and any documents referenced in this Agreement represent the whole Agreement between the parties and is a final, complete and exclusive statement of the terms of this Agreement. No course of prior dealing between the parties shall be relevant or admissible to supplement, explain, or vary any of the terms of this Agreement.

By signing this agreement, you agree to the terms as described above. Alterations to this agreement can only be made by Service Provider for reasonable cause and Customer must be notified in writing. Both parties will receive a copy of this agreement and will be responsible for upholding its terms.

Customer

Signature: Redacted

Name (Print): Redacted

Date: Redacted